

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

WILLIAMSON COUNTY HIGHWAY DEPARTMENT

AND

OPERATING ENGINEERS LOCAL 318

DURATION

DECEMBER 1, 2014 THRU NOVEMBER 30, 2017

TABLE OF CONTENTS		PAGE NUMBER
PREAMBLE		
ARTICLE I.	RECOGNITION	Page 4
Section 1.1	Recognition	Page 4
Section 1.2	Sub-Contracting	Page 5
Section 1.3	Prison Workers	Page 5
Section 1.4	Temporary Employees	Page 5-6
Section 1.5	Number of Permanent Employees	Page 6
ARTICLE II.	UNION SECURITY AND RIGHTS	Page 6
Section 2.1	Fair Share Agreement	Page 6
Section 2.2	Visitation Rights	Page 7
ARTICLE III.	MANAGEMENT RIGHTS	Page 7
ARTICLE IV.	WORKING CONDITIONS	Page 7-8
Section 4.1.	Workday, Workweek, and Overtime Rates	Page 8
Section 4.2.	Lunch Break	Page 8
Section 4.3.	Worker Compensation	Page 9
Section 4.4.	Unemployment Insurance	Page 9
Section 4.5.	Personal Tools	Page 9
Section 4.6.	Rights of Employees Laid Off or Discharged	Page 9
Section 4.7.	Union Referral	Page 9
Section 4.8.	Selection of Foreman	Page 9-10
Section 4.9.	Right of Reinstatement Following Medical Leave	Page 10
Section 4.10.	Weather Protection	Page 10
Section 4.11.	Drinking Water	Page 10
Section 4.12.	Temporary Light Duty Policy	Page 10
Section 4.13.	Leave Approval	Page 11
Section 4.14.	Safety Award Program	Page 11
ARTICLE V.	DISCIPLINE AND DISCHARGE	Page 11
Section 5.1.	Discipline	Page 11
Section 5.2.	Removal of Discipline	Page 11
Section 5.3.	Rights of Representation	Page 11
ARTICLE VI.	GRIEVANCE/ARBITRATION	Page 12
Section 6.1.	Definition	Page 12
Section 6.2.	Procedure	Page 12
Section 6.3.	Limitation on Authority of Arbitration	Page 13

ARTICLE VII.	NO STRIKE/NO LOCKOUT	Page 13
Section 7.1.	No Strike	Page 13
Section 7.2.	No Lockout	Page 14
ARTICLE VIII.	SENIORITY	Page 14
Section 8.1.	Definition of Seniority	Page 14
Section 8.2.	Probationary Period	Page 14
Section 8.3.	Job Bidding	Page 15
Section 8.4.	Layoff and Recall	Page 15
Section 8.5.	Termination of Seniority	Page 16
ARTICLE IX.	WAGES	Page 16
Section 9.1.	Base Wage Rates	Page 16
Section 9.2.	Pay Procedure	Page 17
Section 9.3.	Clothing Allowance	Page 17
ARTICLE X.	HOSPITALIZATION PLAN	Page 18
ARTICLE XI.	HOLIDAYS	Page 18
Section 11.1.	Holiday Schedule	Page 18
Section 11.2.	Eligibility	Page 19
Section 11.3.	Holiday Pay	Page 19
Section 11.4.	Work on Holiday	Page 19
ARTICLE XII.	VACATION	Page 19
Section 12.1.	Vacation Schedule	Page 20
Section 12.2.	Eligibility	Page 20
Section 12.3.	Vacation Pay	Page 20
Section 12.4.	Vacation Bonus	Page 20
ARTICLE XIII.	LEAVE OF ABSENCE	Page 21
Section 13.1.	Sick Leave	Page 21
Section 13.2.	Sick Leave Bank	Page 22
Section 13.3.	Funeral Leave	Page 23
Section 13.4.	Personal Leave	Page 23
ARTICLE XIV.	C.D.L. REQUIREMENT	Page 23
ARTICLE XV.	SEVERABILITY	Page 23
ARTICLE XVI.	ENTIRE AGREEMENT	Page 24
ARTICLE XVII.	TERMINATION	Page 24

AGREEMENT

This Agreement is made and entered into this day of January 2015, by and between WILLIAMSON COUNTY HIGHWAY DEPARTMENT (herein referred to as the "County" or the "Employer") and the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 318, Marion, Illinois (herein referred to as the Union).

The Union represents and warrants that it has jurisdiction over the Operating Engineers employed by the COUNTY OF WILLIAMSON, STATE OF ILLINOIS, located in 318's territorial jurisdiction, and that it is authorized by the Employer in said County, and that it is the duly authorized labor organization to enter into any and all collective bargaining agreements for and on behalf of all operating engineers employed by the county.

This Agreement is entered into in recognition of the Union's status as the exclusive representative of the County's Operating Engineers as defined in Section 1.1 of this Agreement, and has as its basic purpose the promotional harmonious relations between the Employer and the Union; to encourage and improve efficiency and productivity; to prevent interruptions of work and interference with operations of the County; the establishment of an equitable and peaceful procedure for the resolution of grievances as provided herein; and the establishment of an entire agreement covering all rates of pay, hours of work and conditions of employment applicable to bargaining unit employees during the term of this Agreement.

Therefore, in consideration of the mutual promises and agreements contained in the Agreement, the parties hereto do mutually promise and agree as follows:

ARTICLE I

Section 1.1. RECOGNITION. The County recognizes the Union as the sole and exclusive bargaining representative of all regular and temporary full time employees employed by the Williamson County Highway Department, as follows: Air Compressor Operators, Truck Drivers, Jaw Crusher Operators, End loaders, Excavator, Backhoe, Bulldozer, Gradeall, Motor Patrol, Weed Sprayer, Water Jetter, Mowtrim, Sign Maintenance, Maintenance & Repair Driver, Bridge Maintenance, Yard Man, Repairman, and Foreman. Excluded from the bargaining unit are all other employees, including non-Highway Department employees, office/clerical employees, professional employees, supervisory, managerial, administrative,

confidential, short-term, part-time, guards and security employees as defined by the Illinois Public Labor Relations Act. The term "operating engineers" or "employee" as used in this Agreement shall mean only a person included within the bargaining unit as defined in this Section 1.1, unless in the context of the language concerned, a different meaning is clearly apparent.

Section 1.2. SUB CONTRACTING. During the term of this Agreement, the Employer will not contract out Williamson County Highway Department services normally performed by the Bargaining Unit Employees, provided, however, that this shall not in any way limit or interfere with the County's ability to sub-contract in emergency circumstances.

Any work done on Williamson County right-of-way and any work done on any property that is owned, operated or maintained by Williamson County Highway Dept. shall be the sole and exclusive work of the men covered by this Agreement. Under this Agreement the County of Williamson will not enter into any agreement with any person or group of people that will allow any person or group of people to operate any equipment or do any work that is done by the people covered by this Agreement. The County retains the right to bid out Motor Fuel Tax operations such as specified quantities of rock delivered to the Williamson County Highway Department yard, oil and chip work, asphalt work, bridge construction and work at the Highway Department facilities such as roof repair, plumbing, electrical and HVAC systems. It will be the responsibility of the Highway Superintendent to notify the Union Representative that the County will be sub-contracting out any work prior to signing sub-contract agreement.

Any rock hauled to the yard, tree trimming or jobs where County is unequipped to handle may be bid out for Sub Contracting.

Section 1.3. PRISON WORKERS Excluded from this agreement are the men and women who are under court order to perform community services and are now allowed to pick up trash and debris.

Section 1.4. TEMPORARY EMPLOYEES. Temporary employees may be used by the County under terms of this Agreement, provided, however, that no employee shall be allowed to work when regular full-time employees are qualified to do the work in question and are on layoff through no fault of their own. An employee shall be considered temporary if he is employed for a period not to exceed one hundred twenty-five (125) calendar days per year and shall be compensated at two dollars (\$2.00) per hour less than Group II (New Hire) employees. Extension of time for temporary employees may be extended by mutual agreement between the County and the Union. No temporary employee shall accumulate seniority under the terms of this Agreement nor shall he be entitled to any benefits or other provisions afforded to the regular full-time employees, including but not limited to, paid

time off, seniority rights and insurance benefits. The County will not use temporary employees from December 1st thru April 1st except in emergency circumstance or to maintain the current number of full time employees in case of absence do to Workman's Compensation or extended leave.

Temporary employees shall pay the sum of ten dollars (\$10.00) per week working dues to I.U.O.E. Local 318, 3310 Water Tower Rd, Marion, Illinois 62959.

Any temporary employees with at least 125 days of service with the department and who are hired as a regular full-time employee, shall not be required to serve a probationary period.

Section 1.5. NUMBER OF PERMANENT EMPLOYEES. The County will set a number of permanent employees at no less than twenty-five (25).

ARTICLE II

UNION SECURITY AND RIGHTS

Section 2.1. FAIR SHARE AGREEMENT. (a) While this Agreement is in effect, all present and future bargaining unit employees shall become a member of the Union not later than ninety (90) calendar days after the first date of their employment; or (b) Alternatively, if an employee refrains from joining the Union, the employee will be required to pay a Fair Share fee, which shall be their proportionate share of the cost of the collective bargaining process, contract administration and other costs of representation concerning matters affecting wages, hours, and other conditions of employment. In no event shall the employee Fair Share fee exceed the amount of monthly dues uniformly required of Union members. (c) The union agrees to assume full responsibility to insure compliance with the constitutional rights of Fair Share fee payers as set forth by the United States Supreme Court, as well as all applicable provisions of the Illinois Public Labor Relations Act and rules and regulations promulgated there under relating to Fair Share fees. It is specifically agreed that any dispute concerning the amount of the Fair Share fee and other responsibilities of the Union with respect to Fair Share fee payers shall not be subject to the grievance and arbitration procedures set forth in this Agreement. (d) Employees who refrain from joining the Union and who object to the Fair Share fee based upon bona fide religious tenets or teachings shall direct the Union to pay an amount equal to such Fair Share fee to non-religious charitable organizations mutually agreed upon by the employees and the Union. If the affected non-member and the Union are unable to reach an agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois State Labor Relation Board and payment shall be made to said organization. The Employer agrees to withhold the required Union dues and to remit same to the Union based upon written directions of Local 318-B of the International Union of Operating Engineers.

Section 2.2. VISITATION RIGHTS. The Union Business Representative and all other agents or employees of the Union shall be allowed to visit the job site of the County at reasonable business hours, provided, however, such visits shall not interfere with work in process and shall have reference only to a matter concerning the administration of this Agreement. The Union agrees to keep the County informed of duly accredited representatives authorized to act on behalf of the Union.

ARTICLE III

MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, the County retains all traditional rights to manage and direct the affairs of the County in all respects and to manage and direct its employees, and to make and implement decisions with respect to the operation and management of the County, including all rights and authority possessed or exercised by the County prior to the Employers recognition of the Union as the exclusive collective bargaining representative for the employees by this Agreement. These rights include, but are not limited to, the following: to plan, direct, control, and determine all of the operations and services of the County; to determine the County's mission, objectives, policies and budget and to determine and set all standards of service offered to the public; to supervise and direct all employees and their activities as related to the conduct of county business; to establish qualifications for employment and to employ employees; to schedule and assign work; to assign or transfer employees within the County; to establish work or transfer employees within the County; to establish work and productivity standards; to assign overtime; to layoff or relieve employees due to lack of work or funds or for other legitimate reasons; to determine the methods, means, organization and number of personnel by which operations and services shall be made or purchased; to make and enforce reasonable rules and regulations; to discipline, suspend, or discharge employees for cause (probationary employees without cause); to change, relocate, modify or eliminate existing programs, services, methods, equipment or facilities; to determine whether services or goods are to be provided or produced by employees covered by this Agreement or by other employees or non-employees not covered by this Agreement; provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

ARTICLE IV

WORKING CONDITIONS

Section 4.1. WORKDAY, WORKWEEK, AND OVERTIME RATES. The normal and

regular workweek for full-time employees shall be forty- (40) hours. The standard workweek shall consist of eight (8) hours per day and five (5) days per week. Eight (8) hours per day (exclusive of a one-half hour unpaid lunch period) shall constitute a standard workday. All time worked over eight (8) hours in a regular workday or in excess of forty (40) hours in a workweek shall be paid at the rate of time and a half of the employee's regular hourly rate. All time worked on Saturday shall be paid at time and a half the regular hourly rate. All time worked on Sunday and recognized holidays shall be paid for at double the employee's regular hourly rate of pay. The County shall assign overtime according to turn sheet. The only time the County shall deviate from the turn sheet shall be in the case of an emergency as determined by an on-site inspection by the Sheriff's Department or the Highway Department. The first person eligible for overtime in any given classification shall be the first person called for overtime in that classification, if the person in that classification turns down the overtime the second person in that classifications shall be called and so on until all Employees in that classification are called. If no one in that classification wants to work the overtime then the county will go to the first qualified person on the open turn sheet. A copy of a current overtime turn sheet shall be included in the contract as was agreed to by the County Engineer and the Union.

Qualified operators shall be approved by the County prior to such call out. Employee shall be considered qualified who hold the bids now to operate a backhoe, end loader, bulldozer, grader or excavator unless they have received the forty hours (40) of upgrade training provided by Local 318 of the International Union of Operating Engineers. The County agrees to pay the \$120.00 per day training fee for each person trained, and the employee's wages upon approval of the County Engineer. Any training will be scheduled by and with the approval of the County Engineer so as not to interfere with the operations of the County. The county agrees to training of a minimum of (2) employees per year during the 8hour workday. It is understood that the County will pay for 40 hr. upgrade training and wages one (1) time on each piece of equipment. Training may take place on Co. Hwy. yard with no cost to the County.

Permanent Employees may choose to take overtime in compensatory time. Compensation time may only be taken when it has been earned. All employees will have to use/liquidate their compensatory hours so as they are at or below 120 hours by November 30, 2014. Taking time off for compensatory time will be with 4 hour notification. Compensatory time will be earned the same way as overtime pay would be granted. However, a maximum of forty- (40) hours of comp-time can be cashed in during the fiscal year.

Section 4.2. LUNCH BREAK. Employees shall receive a thirty- (30) minute unpaid lunch period each workday. During emergency periods, employees may be required to work through their lunch breaks. If required to do so and if the lunch break is not made up later in the day, employees will be paid overtime pay for the thirty-minute lunch break missed. The requirement to work through lunch shall be at the discretion of the employee's supervisor. Any Employee required to work twelve (12) consecutive hours will be paid one-half hour straight time as a meal allowance.

Section 4.3. WORKER'S COMPENSATION. The parties agree Workers Compensation shall be paid on all employees in accordance with applicable State law.

Section 4.4. UNEMPLOYMENT INSURANCE. In order to insure all operating Engineers who are covered by this Agreement against hazards of unemployment, resulting through no fault of their own, the County agrees to pay contributions under the Illinois Unemployment Insurance Act, in accordance with the applicable provisions of said Act.

Section 4.5. PERSONAL TOOLS. The County agrees to purchase all tools in the maintenance of their equipment.

Section 4.6. RIGHTS OF EMPLOYEES LAID OFF OR DISCHARGED. No foreman or any other supervisor shall do the work of any employee who is laid off. If the foreman or any other supervisor does do the work of any employee laid off, the employee so displaced shall receive pay for same.

If a post-probationary employee is discharged by the County and it is proven that he was not discharged for just cause, the County shall reinstate said employee with compensation for all time lost (based on operation), if determined to be appropriate by the Arbitrator.

Section 4.7. UNION REFERRALS. In the event the Employer request the Union to assist in obtaining some qualified employees, the Union will use its best efforts to secure the specific number of employees requested with the qualifications and skills needed by the County.

Section 4.8. SELECTION AND REMOVAL OF FOREMAN. Foreman shall be selected from the existing force of permanent employees, and shall be entitled to all existing conditions contained herein. However the position of foreman shall not be subject to the job bidding provisions of this contract. Foremen do not obtain the right to the position. If the position of foreman is eliminated, or if the County relieves the foreman of his position, said employee shall be allowed to enter the work force, according to seniority status and pay. The County will confer with the Union prior to removing a foreman. In no event may a foreman be removed from his/her position for union activity or for political purposes.

While the foreman shall remain a part of the bargaining unit, the parties acknowledge that they (the foreman) have certain management obligations including, but not limited to: enforcement of Department and County policies, assisting in investigations and discipline when necessary, and otherwise perform the functions set out in their Job Descriptions (see Job Description date May 16, 2003). The Union agrees that it will not, in anyway interfere with, or other wise inhibit, the foreman from performing their management obligations. In addition, the foreman may perform bargaining unit work when assistance is needed during

normal work hours.

The County will provide a list of qualified foreman and reserves the right to rotate the two active foreman annually and notify the Union of the exercising of that right prior to December 1st, of each year beginning in 2016. Each foreman will be evaluated yearly. Nothing contained in this clause limits the County's ability to remove a foreman from his/her position prior to December 1st.

Section 4.9. RIGHTS OF REINSTATEMENT FOLLOWING MEDICAL LEAVE.

In the event an employee becomes sick or incapable of performing the work required for any reason and as a result thereof is absent from the employment of the County, the County agrees that such employee will be reinstated as soon as they are able to resume work in a manner satisfactory to the County. The County reserves the right to have the employee examined by a physician designated by the County, at the County's expense, prior to returning to work. It is agreed that the County need not hold a job open if an employee is (or is expected to be) incapacitated for a period in excess of twenty (20) continuous work days, in which case the County will temporarily fill the vacancy utilizing the job bidding procedures of Section 8.3.

If an employee temporarily bids into such a vacancy, he shall be displaced when the original employee is capable of returning to his job and the employee who temporarily bid into the job will be able to return to his original position prior to his temporary bid. Article VIII. Sec. 8.5 and all applicable State and Federal laws shall be applied to this section.

Section 4.10. WEATHER PROTECTION. Reasonable heat and protection from the weather elements shall be furnished by the County. The County agrees that equipment operated during the months from October thru April shall be equipped with a minimum of temporary protective cabs. Reasonable protection and heat will be provided, and further agrees that after January 1, 1990, any new equipment purchased for the Department shall be equipped with protective cabs, if the equipment is to be used during winter months. The County shall furnish rain suits for employees who are not protected from the elements by equipped cabs. The Employee will be responsible for the care of rain gear issued to him, and if the equipment is lost, the employee will be responsible for supplying such equipment at his own expense.

Section 4.11. DRINKING WATER. Clean and fresh water shall be furnished by the County no later than one (1) hour after starting time. Ice shall be furnished when weather so warrants.

Section 4.12. TEMPORARY LIGHT DUTY POLICY. The parties agree to adopt a Temporary Light Duty Policy for employees injured on the job. Employees may be able to return to work on the Temporary Light Duty Policy as mutually agreed upon by the Union and County.

Section 4.13. LEAVE APPROVAL. Employees must gain approval from the County at least 24 hours prior to taking any leave of three (3) days or less (48 hours for leave in excess of three (3) days) for vacation, personal, funeral. Compensation time can be taken with 4 hour notification. Sick leave may be used if the employee notifies his supervisor at least 30 minutes prior to his shift. Leave taken for sick, personal, or vacation purposes will be approved for increments of no less than 1/2 a day. This leave approval policy shall not apply in cases of emergency. "Comp Time" only shall be permitted to be taken if 50% of the workforce is working and if notice is given 4 hours in advance of the requested time off.

Section 4.14. SAFETY AWARD PROGRAM. It is understood and agreed between the County and the Union that a Safety Award Program will be developed and in effect through the duration of this contract.

ARTICLE V

DISCIPLINE AND DISCHARGE

Section 5.1. DISCIPLINE. Disciplinary action or measures shall normally include only the following: oral reprimand; written reprimand; and suspension and discharge (notice to be given in writing). The County recognizes the basic tenets of progressive discipline for initial occurrences of minor disciplinary infractions.

For any disciplinary action the employee retains the right to Union representation upon his request. Such meetings will normally be held by the end of the next workday, following notification to the Employee and his Steward. The Steward and Employee will be given paid time off if the meeting is conducted on working time. There will be no overtime paid if disciplinary meeting last after normal work hours.

Nothing in this agreement shall be deemed to alter or modify the Employers normal reasons for dismissal or suspension as contained in its rules and regulations, which rules and regulations may be changed from time to time by the county. A copy of any written rules and regulation shall be provided to the Union.

Section 5.2. REMOVAL OF DISCIPLINE. Any oral or written reprimand will be removed from a employee's record if, from the date of the last discipline, one (1) year passes without an employee receiving an additional oral or written reprimand or other discipline. If the first oral or written reprimand is issued to an employee, and the employee receives a second oral or written reprimand within one (1) year of the first reprimand, then all will be removed after two (2) years from the most recent reprimand. Such removal will be automatic.

Section 5.3. RIGHTS OF REPRESENTATION. Before conducting a disciplinary

meeting as specified in Section 5.2. the employee may request that a Union Representative be present. It is not the intent of the parties to convert such meetings into adversarial proceedings. The role of the Union representative is to assist the employee; the representative may also attempt to clarify the facts or suggest other individuals who may have knowledge of them. The County retains the right to insist on hearing the employee's own account of the matter(s) under investigation uninterrupted by the Union Representative. This Section does not apply to meetings at which discipline is simply to be administered. The Union Representative and the employee will be given time off if the meeting is conducted on working time.

ARTICLE VI

GRIEVANCE/ARBITRATION

Section 6.1 DEFINITION. A grievance is defined as a complaint against the County, arising under and during the term of this Agreement by an employee or employees that there has been a violation or misrepresentation or misapplication of an express provision of this Agreement.

Section 6.2 PROCEDURE STEP 1. If an employee has a grievance, the Union Steward must bring it to the attention of the County Superintendent of Highways within five (5) calendar days of the first event given rise to the grievance. The County Engineer and Union Steward shall have five (5) calendar days in which to settle the grievance.

STEP 2. If the grievance is not settled at Step 1., the Union may proceed to Step 2. of the procedure not later than ten- (10) calendar days after the first event-giving rise to the grievance. At Step 2., the Williamson County Commissioner and the Business Representative of the Union shall attempt to resolve the grievance within fifteen (15) calendar days of the Union's referral of the matter to Step 2.

STEP 3. If the parties are unable to resolve the grievance at Step 2., the Union may refer the grievance to arbitration by written notice to the Chairman of the County Board, which notice must be received not later than twenty-five (25) calendar days following the first event giving rise to the grievance. Upon referral of the matter to arbitration by the Union, the parties shall immediately jointly request the Federal Mediation and Conciliation Service (FMCS) to submit a panel of five (5) Arbitrators, all of who shall be members of the National Academy of Arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. The Union and the County shall have the right alternatively to strike names from the panel. One party shall strike one name, the other party shall then strike one name, the other party shall then strike a name, and this process shall be repeated until one name remains. The person remaining shall be the Arbitrator. The parties shall determine the order for striking names by a coin toss. The fees and expenses of the Arbitrator and the cost of a written transcript, if any, shall be divided equally

between the County and the Union; provided, however, that each purchasing its own copy of the written transcript, if any.

Section 6.3. LIMITATION ON AUTHORITY OF ARBITRATION. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The Arbitrator shall consider and decide only the questions of fact as to whether there has been a violation, misinterpretation, or misapplication of the express provisions of this Agreement based upon specific issues submitted to the Arbitrator by the parties in writing. If no joint written stipulation of the issue is agreed to by the County and the Union, the Arbitrator shall be empowered to determine the issue raised by the grievance as submitted at the first two steps of the grievance procedure. The Arbitrator shall have no authority to decide an issue not submitted or raised. The Arbitrator shall be without power to make recommendations contrary to or inconsistent with, in any way, applicable laws or rules and regulations of administrative bodies having the force and effect of law. The decision of the Arbitrator, if made in accordance with the jurisdiction and authority granted to the Arbitrator pursuant to this Agreement, will be accepted as final and binding by the County, the Union and the employee, and all parties will abide by it.

No decision or remedy proposed by the Arbitrator shall be retroactive beyond the beginning of the time for filing grievance at the first step (a maximum of five (5) calendar days before the grievance was first filed). No grievance shall be entertained or processed unless it is submitted and processed through the procedure in a timely fashion as required by Sec. 6.2. it shall be considered "waived", and the Arbitrator shall have no authority to issue a decision regarding the grievance. The parties may, however, by, mutual agreement, in writing, extend any of the time limits set forth in this Article.

ARTICLE VII NO STRIKE/NO LOCKOUT

Section 7.1. NO STRIKE. Neither the Union, nor any officers, agents, or employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, secondary boycott, residential picketing, slow-down, concerted stoppage of work, concerted refusal to perform overtime, or any other intentional interruption or disruption of the operations of the County at any location, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be discharged, or otherwise disciplined by the county, and the only issue that may be raised in any proceeding in which such discipline or discharge is challenged is whether or not the employee actually engaged in such prohibited conduct. The failure to confer a penalty in any instance is not a waiver of such rights in any other instance, nor is it a precedent. The Union and its officers and representatives will cooperate with the County in taking whatever affirmative action is necessary to direct and urge any employee(s) who violate this Article to return to work.

Section 7.2. NO LOCKOUT. The county will not lockout employees during the term of this Agreement as a result of a labor dispute with the Union so long as there is good faith compliance by both parties with this Article, unless the County cannot operate efficiently in the whole or in part due to a breach of Section 7.1.

ARTICLE VIII **SENIORITY**

Section 8.1. DEFINITION OF SENIORITY. Seniority shall consist of an employee's length of continuous employment in a position covered by this Agreement since his last date of hire. Seniority shall accumulate during all authorized paid leaves of absence and during any layoffs or authorized unpaid leaves of absence of less than ninety- (90) calendar days. Seniority shall not accumulate from the first day of any layoff or authorized unpaid leave of absence of ninety- (90) calendar days or more or from the first day of any disciplinary suspension of five (5) days or more. Due to job related issue leading to Workman's Compensation, an employee shall not be penalized toward seniority. Employees shall not continue to accumulate any benefits except Health Insurance while on Workman's Compensation or unpaid leave: benefits are defined as vacation days, sick days, personal days, holidays, bonus vacation days, bonus personal days and clothing allowance. When an employee returns to work after Workman's Compensation or unpaid leave benefits will restart and be prorated for remainder of year worked. If an employee is paid clothing allowance or earns any other type days or allowances at the beginning of the budget year (Dec. 1st) and is off later that same year for Workman's Compensation or unpaid leave, the time off will be deducted from next years allowance.

Section 8.2. PROBATIONARY PERIOD. All new employees and those hired after loss of seniority, as well as temporary employees hired into a regular full-time position, shall be considered probationary employees until they have completed a probationary period equivalent to ninety- (90) calendar days. Time absent from duty or not served for any reason shall not apply toward satisfaction of the probationary period or any extension thereof. During an employee's probationary period, the employee may be suspended, laid off or terminated without cause at the sole discretion of the County. Such probationary employee shall have no recourse to the grievance or arbitration procedure to contest such a suspension, layoff or termination.

There shall be no seniority among probationary employees. Upon successful completion of the probationary period, an employee shall acquire seniority which shall be retroactive to his last date of hire with the County in a position covered by this Agreement. Refer to section 1.2

Section 8.3. JOB BIDDING. When new jobs are created or vacancies occur in positions already established, the job shall be posted on the bulletin board within 5 working days and be left on board for not less than three (3) working days. The most senior employee will be given preference for such position, if he is qualified to perform the work as determined by the County after conferring with the Union. Any employee who received a position through the bid process will normally be provided ninety (90) days to learn to perform the new position, except that the county may during that period of time return the employee to the next available position if it is determined that he is unsafe, or is abusive of the equipment he is operating. If the employee cannot perform the new position, then he shall return to the next available position.

Successful bidding shall be limited to one time per calendar year with the exception of a vacancy coming as a result of an employee leaving employment unexpectedly. However, if the employee successfully bids on a temporary vacancy, it shall not count towards his one- (1) bid-per year limit.

Any job that will work twenty (20) continuous workdays or more shall be subject to bid under this Section. An employee who bids into temporary vacancy will be allowed to return to his original position. If the job cannot be filled with a permanent employee, or in case of emergency it may be filled with temporary employee.

There shall be only one Head Mechanic and that position shall be subject to the bidding process and the Head Mechanic will NOT be permitted to bid out on other positions. In exchange for the non-bidding categorization of the "Head Mechanic", the position shall be paid a full scale regardless of hire date and entitle the individual to any additional monies for said position (currently \$0.25/hr).

A qualified Head Mechanic shall be hired at the sole discretion of the Co. Hwy. Engineer, with current employees eligible to apply for the position.

Section 8.4. LAYOFF AND RECALL. In the event of a reduction-in-force, the last hired man shall be the first man laid off. Employees who are laid off shall be placed on a recall list for a period of two (2) years or the length of their seniority, whichever is less. If there is a recall, employees who are still on the recall list shall be recalled, in the reverse order of their layoff (i.e., the last laid off shall be the first one recalled), provided they possess the qualifications to perform the work to which they are recalled, as reasonably determined by the County after the County's discussion with the Union.

Section 8.5. TERMINATION OF SENIORITY. Seniority for all purpose and the employment relationship shall be terminated if the employee:

- a. Quits
- b. Is discharged and not reinstated;
- c. Retires or is retired;
- d. Fails to report to work at the conclusion of an authorized leave of absence or vacation (which shall be deemed a quit), except for good cause shown due to circumstances beyond the control of the employee;
- e. Is laid off and fails to timely respond to notice of recall;
- f. Is laid off or for any reason does not perform bargaining unit work for the County for a period equal to the amount of his seniority that he had on the last day of actual work or two (2) calendar years (whichever is less), unless this worker is on Workman's Compensation or on unpaid sick leave of absence leading to the eligibility of him or her gaining Disability Social Security.
- g. Is absent from work for three (3) consecutive working days without notification to or authorization from the County (which shall be deemed a quit), except for good cause shown due to circumstances beyond the control of the employee.

ARTICLE IX **WAGES**

Section 9.1 BASE WAGE RATES. The County agrees to pay Operating Engineers the following hourly rate of wages:

EMPLOYEES HIRED PRIOR TO 12/1/2010

Group I. Gradeall, Derrick, Pugmill, Mechanics, Hi-Lift, End Loader, Bulldozer, Motor Patrol, Weed Sprayer, Yard Man, Water Jetter, Mowtrim, Excavator, Backhoe, Sign Maintenance, Maintenance & Repair Driver, Tractor (60 HP or over)with attachments, Truck Drivers, Foremen.

EFFECTIVE: 12/1/2014 to 11/30/2015	\$25.40	Head Mechanic	\$25.65
12/1/2015 to 11/30/2016	\$26.10		\$26.35
12/1/2016 to 11/30/2017	\$26.80		\$27.05

- Each foreman will receive a One Thousand Dollar (\$1,000) stipend divided over twenty six (26) pay periods for each year of this contract.

Group II. Conveyor, Tractor (less than 60 HP) mowing ROW, Assistant Mechanic, and Laborers.

EFFECTIVE: 12/1/2014 to 11/30/2015	\$24.80
12/1/2015 to 11/30/2016	\$25.50
12/1/2016 to 11/30/2017	\$26.20

- The County agrees that when less than two (2) mechanics positions exists, the one (1) mechanic shall always hold the Head Mechanic classification.

EMPLOYEES HIRED AFTER TO 12/1/2010

Group I. Gradeall, Derrick, , Pugmill, Mechanic, Hi-Lift, End Loader, Bulldozer, Motor Patrol, Weed Sprayer, Water Jetter, Mowtrim, Excavator, Backhoe, Sign Maintenance, Maintenance & Repair Driver, Tractor (60 HP or over)with attachments, Truck Drivers, Foremen.

EFFECTIVE: \$15.00

Group II. Conveyor, Tractor (less than 60 HP) mowing ROW, Assistant Mechanic, and Laborers.

EFFECTIVE: \$14.40

Annual negotiated wage increases would apply towards employees in this group after they have been employed one year in the increment added to other group. (Ex. Hired at \$15.00- after 1 year employment would be at \$15.70 and then would receive annual raise on December 1st, each year thereafter.

Section 9.2. PAY PROCEDURE. The County agrees to pay the wages as shown above every other Friday. Paychecks shall be available no earlier than 3:00 p.m. on each payday. Employees not working shall be paid between starting and quitting time. Monday shall be the first day of the week for the purpose of computing straight time and time and one-half.

the Mechanic and fuel truck operator. The county will pay each employee the sum of \$1250.00 for clothing payment to be made at the time the first paycheck is made for a new fiscal year. (December of each year). Clothing allowance will be paid by separate check. Inactive employees i.e.: Workman's Compensation, unpaid leave of absence will not be paid \$1250.00. The clothing allowance will be pro rated. Refer to Article VIII. sec.8.1.

ARTICLE X

HOSPITALIZATION PLAN

While the County is unwilling to guarantee continued payment of any portion of dependant coverage, it does represent that it has no present plan to change its non-mandatory practice.

The County agrees to provide, maintain and participate in premiums on the Group Health Insurance Plan covering the employees. In the event the insurer alters benefits or coverage, the County shall notify the Union. In the event the County elects to change coverage or insurance carriers, the County shall notify the union. Before making any alterations or changes, the County will give the Union the opportunity to recommend alternatives.

ARTICLE XI

HOLIDAYS

Section 11.1. HOLIDAY SCHEDULE. Paid holidays for regular full-time employees shall consist of all days designated as County holidays from year to year by the Board of County Commissioners; provided, however, that employees shall receive at least the following eleven- (11) holidays; New Year's Day, Martin Luther King's Birthday, Memorial Day, July 4th, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day, and Lincoln's Birthday (or President's Day, at the County's option).

Section 11.2. ELIGIBILITY. To be eligible for holiday pay, an employee must have worked the last scheduled working day prior to and the first scheduled working day after such holiday, unless at the County's discretion, the employee is excused from work by the County Engineer on either of these days. Employees may use accrued time off on either side of a Holiday, however the County retains the ability to call in the Employees on such days during regular shift hours and pay straight time only. Also, should the Employee be using a sick day for such day then said Employee shall not be called out and will receive a mark on the overtime call out sheet. No Holiday pay will accrue when an employee is on Workman's Compensation or unpaid leave.

Section 11.3. HOLIDAY PAY. For each holiday, when not worked, an eligible employee will receive a regular day's pay (eight (8) hours) at his regular straight-time hourly rate.

Section 11.4 WORK ON HOLIDAYS. All work perform on Holidays shall be paid fore at the rate of twice the regular hourly rate, in addition the eight (8) hours of holiday pay referred to in Section 11.3 above.

ARTICLE XII **VACATION**

Section 12.1. VACATION SCHEDULE. An employee's period of computation and vacation eligibility allowance shall be computed from his most recent date of beginning continuous full-time employment in a position covered by this Agreement ("anniversary date"). Vacation cannot be taken before it is earned and cannot be taken prior to completion of one (1) year of service. Regular full-time employees who have been employed by the County as indicated below, shall be entitled to a vacation with pay as follows years of Continuous Service.

Amount of Vacation Time Off as a Full-Time Bargaining Unit Employee (8-hour Workdays) Per Year

After completion of 1 year	5 days
After completion of 2 years	10 days
After completion of 5 years	15 days
After completion of 10 years	20 days

Beginning 12/01/03, employees with twenty- (20) years continuous service will earn one- (1) vacation day per year up to a maximum of twenty-five- (25) days vacation.

Example: An employee with 23 years continuous service will receive 23 days vacation. No retroactive vacation days will be added to employee's accumulation prior to 12/01/03.

Vacation days can be accumulated, but no more than an employee's annual vacation allowance in effect during a given anniversary year can be carried forward into the next anniversary year. For example, an employee with more than ten (10) years of seniority can carry over twenty (20) vacation days. Vacation days accumulated in excess of this maximum carry-over will be forfeited, as employees will not be compensated for vacation benefits with pay for same in lieu of the paid vacation time off. The County will not allow more than 50% of it's permanent employee work force off at any given time, this will be governed by seniority. Except in the case of scheduled vacations.

Section 12.2. ELIGIBILITY. Employees will not accrue vacation benefits from the first day of any layoff or other paid or unpaid absence from active employment which continues uninterrupted for a period of sixty (60) calendar days or more. Refer to Article VIII sec.8.1

Section 12.3. VACATION PAY. All vacation payments shall be made on the regular paydays at the employee's regular straight-time rate of pay in effect immediately prior to the beginning of the employee's scheduled vacation. If an employee quits or otherwise terminated, the employee shall be paid for all accrued but unused vacation.

Section 12.4. VACATION BONUS. (As incentive to SAVE SICK DAYS). Any employee who uses two (2) or less sick days during any contract year (Dec. 1 thru Nov. 30 of the following year), will be granted a Bonus Vacation day. This Bonus will be added to other vacation due on the employees next employment anniversary date; an employee who uses two (2) or less sick days for two (2) consecutive contract years will be granted two (2) Bonus Vacation days. This Bonus will be added to the vacation balance each employee earning the Bonus on December 1 of the year immediately following the contract year in which it was earned. This concept will be followed for a maximum of six (6) Bonus Vacation days after (5) consecutive years of usage of two (2) or less sick days during the year. These six (6) bonus days will continue to be granted each year afterwards if the employee continues to use two (2) or less sick days per year.

If an employee earns a Bonus at the end of a contract year and then fails to earn the Bonus the following year, that employee's Bonus amount will be reduced by one (1) day for each such year that he has not earned a Bonus. The employee shall also lose one (1) Bonus Vacation day for that year. During any year an employee uses eight (8) or more sick days per year, the employee shall receive no Bonus days for that year. If the employee fails to earn the Bonus for two (2) consecutive years, the Bonus amount will be reduced by one (1) Bonus and he will receive no Bonus days for that year.

A clarification example follows:

Year	Sick Days Used	Bonus Earned	Amount	Bonus Days
1	2	Yes+1	1	1
2	1 ½	Yes+1	2	2
3	2	Yes+1	3	3
4	½	Yes+1	4	4
5	4	No- 1	3	3
6	6	No- 1	2	0
7	1	Yes+1	3	3
8	1	Yes+1	4	4

9	½	Yes+1	5	5
10	2	Yes+1	5	5
11	8	No- 1	4	0
12	3	No- 1	3	0

Refer to Article VIII sec.8.1

ARTICLE XIII **LEAVE OF ABSENCE**

Section 13.1. SICK LEAVE. Employees shall earn one (1) day of sick leave for any month in which they receive compensation for at least eighty- (80) hours of work (including compensation for holidays, vacations, and paid leaves of absence as defined in this Article). Sick leave can be taken only in no less than half-day increments.

Notification of absence due to illness shall be given to the employee's County Engineer or his designate as soon as possible on the first day of such absence, and normally no later than one-half (½) hour before the starting of the employee's shift.

The County may require a doctor's slip attesting to an illness immediately upon the employee's return from such leave. The county may, where there is reason to suspect abuse for any absence after five (5) or more days are used in any calendar month, require an employee seeking to utilize sick leave to submit a physician's certification of illness and/or to submit at any time during sick leave to an examination by a physician or other appropriate medical professional designated by the County. Examinations administered by a physician or medical professional selected by the County shall be paid for by the County to the extent they are not covered by insurance. Employee shall be required to submit a Doctor's slip to the County after being off for a period of three (3) consecutive sick days or more, before returning to work.

In the event an employee is injured on the job, he/she may receive all medical and rehabilitation needs during the regular workday. Employees will be credited with time worked and will not be charged with sick, personal, vacation, or compensatory time needed for these treatments and the time allotted will be agreed to by the attending physician and the County Engineer. This time off for treatments must be scheduled at the end of the work day as to not interfere with work operations. This time off will be limited to eighteen (18) hours per fiscal year.

Accumulated sick leave days for employees with the minimum eight (8) years requirement for an IMRF Pension shall not be compensable in any manner upon separation from employment. Employees will be entitled, however, to any extension of their pension service period at the rate of one month for every twenty (20) days of unpaid leave or fraction thereof, not to exceed two hundred forty- (240) days (one year ending at employee's salary value). This credit will apply only to an employee's retirement and will not be compensated

for in any other manner. Should an employee choose upon or after separation of employment to withdraw their accumulated IMRF pension funds thus making themselves not eligible to receive a pension under that system, the employee shall not be compensated in any sick leave accumulated.

However, for employees under the minimum eight (8) years of service for an IMRF pension, please note that the covered sick leave service cannot be used to meet the required minimum eight (8) years and will have to be purchased back from those employees. The employee will receive (50%) of the value for each unused accumulated sick day, example: 4 days x 50%=two (2) days pay. The maximum number of days which may be accumulated and purchased will be sixty-four (64). Refer to Article VIII sec.8.1

Section 13.2. SICK LEAVE BANK.

1. The definition of immediate family shall be husband, wife and children or any person living in the employee's home for whom the employee has custodial responsibility or where such person is financially and emotionally dependent on the employee and where the presence of the employee is needed.
2. The definition of catastrophic illness or injury shall be as follows:
 - a) Sick Leave Banks are intended to cover temporarily disabled or incapacitated employees or members of the immediate family as defined herein resulting from a life threatening or catastrophic illness or injury.
 - b) Documentation of such catastrophic illness or injury shall be consistent with applicable rules and/or contractual provisions. A doctor's note will be required to affirm such medical condition exist to the employee or family member.
3. Prior approval is required from the Sick Leave Bank Committee to allow employees use of up to 25 work days from the Sick Leave Bank per calendar year. (This committee is to be the County Engineer, Office Manager, Union Steward, and one Foreman).
4. Employees must have a minimum of five days of accumulated sick time on the books to enroll in the Sick Leave Bank and must have donated at least one day of sick leave to become a member. However, an employee may donate additional days as desired at the time of enrollment or any other time thereafter, including separation from county service. Donation of these days will not affect the employee's bonus vacation or bonus personal day accrual. This program is voluntary with no recourse to the non-participating employees.
5. A full time employee with a minimum of six months service and who has exhausted all available benefit time is eligible to request sick leave time from the bank. Only employees participating in the Sick Leave Bank are eligible to use days.
6. Employees may voluntarily enroll at any time pursuant to 4 or 5 above must wait 60 calendar days before utilizing the Sick Leave Bank.

7. Employee injuries and illnesses being compensated under the Worker's Compensation Act or the Worker's Occupational Disease Act shall not be eligible for Sick Leave Bank use.
8. No employee shall withdraw the sick leave time he or she has donated to the Bank.
9. Upon termination, retirement, or death, neither a participating employee nor the employee's estate shall be entitled to payment for unused sick leave acquired from the Sick Leave Bank.

Section 13.3. FUNERAL LEAVE. The County shall grant a leave without loss of pay up to three (3) days off as funeral leave following a death in the employee's immediate family. Immediate family shall be defined to include father, mother, spouse, daughter, son, brother, or sister, step Children of current spouse, grandchildren. One (1) workday shall be granted as paid funeral leave in the event of death of employee's brother-in-law, sister-in-law, father-in-law, mother-in-law, Aunts, Uncles or grandparents, to attend the services for the deceased.

Section 13.4. PERSONAL LEAVE. Each calendar year, regular full-time employees are eligible to take three (3) workdays as personal leave with pay. Personal leave days must be used in the calendar year or they will be forfeited; they cannot be carried forward from year to year. Personal leave days may not be taken on the workday before or after a holiday, nor may they be taken on a workday before or after a vacation. If employee's use two (2) or less sick days during the fiscal year, they will earn two (2) extra personal days in the following year.

Personal leave days should ordinarily be scheduled at least three (3) workdays in advance with the employee's immediate supervisor, provided that in an emergency an application may be made with less advance notice. Request for personal leave days may be denied due to out-of-the-ordinary demands placed on the Highway Department, but requests will not be denied arbitrarily. Refer to Article VIII sec. 8.1

ARTICLE XIV **C.D.L. REQUIREMENTS**

Any Employee hired after December 1, 2003 will be required to obtain and maintain a commercial drivers license as a condition of employment, except for health problems not related to drug or alcohol abuse The County will pay all cost associated with obtaining and maintaining a C.D.L. Employees who don't hold a CDL shall make a good faith effort at obtaining their CDL at the cost of the County, but if fail shall retain their position.

Employees will be given 12 months to try and pass CDL test.

ARTICLE XV. **SEVERABILITY**

Any provision contain herein that are contrary to or held to be in violation of federal, State, municipal law now in force, or hereinafter enacted, shall be void and of no force and effect

and the other provisions of this Agreement shall remain in full force and effect. Any Article in this Agreement that is void by law shall become immediately negotiable.

ARTICLE XVI.
ENTIRE AGREEMENT

This Agreement, upon ratification by both parties, supersedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term. The parties acknowledge that, during the negotiations which resulted in this Agreement, each has the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the exercise of understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the County and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter, whether or not referred or covered in this Agreement, including the impact and effect of the County's exercise of the rights as set forth herein on salaries, fringe benefits, or other terms and conditions of employment, even though such subject or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XVII.
TERMINATION

This Agreement shall be effective as of the day after it is executed by both parties and shall remain in full force and effect until 11:59 p.m. on November 30, 2017. It shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) calendar days prior to November 30 anniversary date that it desires to modify or terminate this Agreement.

IN WITNESS WHEREOF, the County has caused this Agreement to be executed, and the Union has caused this Agreement to be executed, by their duly authorized officers and representatives, on this 10th day of February 2015.

SIGNED BY THE UNION:



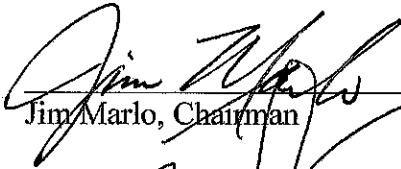
Dee Stahlhut, Business Manager

International Union of Operating Engineers
Local 318, 318A, 318B, 318C, & 318RA
3310 Water Tower Road Marion, IL 62959

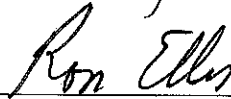


Norm Winters, President

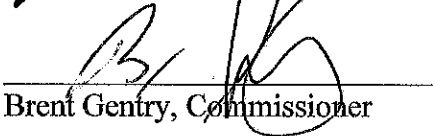
PASSED and SIGNED by the Board of County Commissioners of Williamson County, State
of Illinois, this 10th day of February, 2015.



Jim Marlo, Chairman



Ron Ellis, Commissioner



Brent Gentry, Commissioner



Amanda Barnes, County Clerk, Williamson County